

TO: M. Drozd
FROM: D. Halverson
DATE: 21 November 1989
RE: Archie Lewis Easement

I have discussed our present easement agreement with Archie Lewis and have considered his request that Gwalia provide an addendum to this easement to cover rights-of-way for our power and telephone lines.

In conversation with Kenny Martin, I was informed that Amselco/BP did not discuss with Mr. Lewis the eventuality of the construction of power and telephone lines through his property. Mr. Martin's recollection is that Amselco/BP had planned to route their main access from Highway 378 if or when development of the property proceeded.

In payment for this addendum, I suggested a lump sum payment of \$500.00 in addition to the existing payment. However, in our informal negotiations, the following points represent Mr. Lewis' expectations:

1. A fee of \$1,500.00 lump sum paid for current lease for power and telephone right-of-ways;
2. Designate the right to construct and maintain power and telephone lines through property in accordance with but no more than the respective utilities' requirements for right-of-way;
3. Lines will be removed (above ground lines) upon closure of the project and right-of-way restored;
4. Gwalia will have an option to renew lease after current expiration at similar rate to year 2000;
5. Grantor is indemnified of all liabilities and property damage that should occur on his property; and
6. Road and right of way will be shown on an attachment.

Existing conditions which are set forth in the present agreement are to be retained.

If you are agreeable to these terms, perhaps we can have a document prepared through McNair Law Firm.



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